

Request No. 369:

369. If NOS/ANI obtained Sierra's authorization to switch its carrier to NOS/ANI by convincing Sierra to execute a NOS/ANI LOA, NOS/ANI did so through the use of misleading statements or practices.

Objections and Response to Request No. 369:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "misleading." Interpretation of the phrase "misleading" calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, denied.

Request No. 370:

370. Sierra did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.

Objections and Response to Request No. 370:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "expressly, knowingly or willingly authorize " Interpretation of the phrase "expressly, knowingly or willingly authorize" calls for a legal conclusion. Without waiving said objections, admitted that employee, Slingerland, submitted a false LOA: Slingerland was terminated for this act on May 6, 2002.

Request No. 371:

371. On or about July 16, 2002, Sierra again switched its service from NOS/ANI for both InterLATA and IntraLATA Service.

Objections and Response to Request No. 371:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that notice was received that lines of the above-referenced were completely switched including final toll-free number on or about September 19, 2002.

Becker Wagonmaster, Inc.

Request No. 372:

372. Immediately prior to April 3, 2002, Becker Wagonmaster, Inc. ("Becker") was a customer of NOS/ANI d/b/a CierraCom Systems.

Objections and Response to Request No. 372:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 373:

373. On or about April 3, 2002, Becker's telephone number was 610/395-3745

Objections and Response to Request No. 373:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that the above-referenced number was associated with the referenced account.

Request No. 374:

374. On or about April 3, 2002, Becker was located at 4611 Hamilton Road, Allentown, PA 18103.

Objections and Response to Request No. 374:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that the above-referenced address was associated with the referenced account.

Request No. 375:

375. On or about April 3, 2002, Becker switched its preferred IntraLATA Service provider from NOS/ANI.

Objections and Response to Request No. 375:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Denied that all lines were switched on that date. Admitted that the Companies' records reflect April 1, 2002, notice of the PIC change to another carrier for interLATA; on April 2, 2002 toll-free and other outbound lines were still with the Companies for intraLATA service.

Request No. 376:

376. On or about April 12, 2002, Becker switched its preferred InterLATA Service provider from NOS/ANI.

Objections and Response to Request No. 376:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect April 1, 2002, notice of the PIC change to another carrier for interLATA; on April 2, 2002 toll-free and other outbound lines were still with the Companies for intraLATA service.

Request No. 377:

377. After Becker had switched its service provider from NOS/ANI, NOS/ANI employees contacted Becker numerous times for the purpose of inducing Becker to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 377:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Denied that contact was made after all lines had been switched. Admitted that a Winback I call was made that included informing the customer some service including a toll-free line remained with the Companies.

Request No. 378:

378. During the contacts, the NOS/ANI employee utilized the Winback Script.

Objections and Response to Request No. 378:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the script was utilized; however, most of the discussion with the customer was outside the script.

Request No. 379:

379. If [a]n NOS/ANI employee convinced Becker to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Becker's telephone service provider back to NOS/ANI.

Objections and Response to Request No. 379:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “convinced.” Interpretation of the phrase “under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission’s Rules” calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, denied.

Request No. 380:

380. After Becker had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Becker and represented Becker’s telephone service would be cut off and the business would have no telephone service unless Becker signed a NOS/ANI LOA to keep the lines up and running.

Objections and Response to Request No. 380:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to “telephone service would be cut off.” Without waiving said objections, denied that contact was made after all lines were switched. Admitted statements were made that the Companies had been alerted that the customer’s account might be in partial line status, which could be subject the customer to the Companies’ partial line account policy.

Request No. 381:

381. The NOS/ANI employee’s statement that Becker’s telephone service would be cut off and Becker would have no telephone service unless Becker signed a NOS/ANI LOA to keep the lines up and running was false.

Objections and Response to Request No. 381:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 382:

382. At the time of the statement, the NOS/ANI employee knew that its statement that Becker's telephone service would be cut off and Becker would have no telephone service unless Becker signed a NOS/ANI LOA to keep the lines up and running was false.

Objections and Response to Request No. 382:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 383:

383. NOS/ANI Management knew that, at the time of the statement, the statement that Becker's telephone service would be cut off and Becker would have no telephone service unless Becker signed a NOS/ANI LOA to keep the lines up and running was false.

Objections and Response to Request No. 383:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 384:

384. Becker did not authorize NOS/ANI to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 384:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. An LOA was executed on April 9, 2002.

Request No. 385:

385. The NOS/ANI employee used misleading statements or practices in its attempt to induce Becker to sign a NOS/ANI LOA.

Objections and Response to Request No. 385:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Without waiving said objections, admitted an LOA was executed.

Request No. 386:

386. If NOS/ANI obtained Becker’s authorization to switch its carrier to NOS/ANI by convincing Becker to execute a NOS/ANI LOA, NOS/ANI did so through the use of misleading statements or practices.

Objections and Response to Request No. 386:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, admitted an LOA was executed.

Request No. 387:

387. Becker did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.

Objections and Response to Request No. 387:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “expressly, knowingly or willingly authorize.” Interpretation of the phrase “expressly, knowingly or willingly authorize” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 388:

388. On or about April 16, 2002, Becker was switched back to NOS/ANI for InterLATA Service in error.

Objections and Response to Request No. 388:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Admitted as substantially accurate.

Request No. 389:

389. On or about June 20, 2002, Becker again switched its InterLATA Service from NOS/ANI.

Objections and Response to Request No. 389:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies received a disconnect notice from the LEC on June 16, 2002.

Century 21 Assoc.

Request No. 390:

390. Immediately prior to March 19, 2002, Century 21 Associates (“Century”) was a customer of NOS/ANI d/b/a Internet Business Association (“INETBA”).

Objections and Response to Request No. 390:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 391:

391. On or about March 19, 2002, Century's telephone number was 717/243-4929.

Objections and Response to Request No. 391:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that the above-referenced number was associated with the referenced account.

Request No. 392:

392. On or about March 19, 2002, Century was located at 398 East High Street, Carlisle, PA 17013.

Objections and Response to Request No. 392:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that the above-referenced address was associated with the referenced account.

Request No. 393:

393. On or about March 19, 2002, Century switched its preferred InterLATA and IntraLATA Service provider from NOS/ANI.

Objections and Response to Request No. 393:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Denied that all lines were switched. Admitted that the Companies' records reflect that notice was received that some lines of the above-referenced were switched at or about March 26, 2002.

Request No. 394:

394. After Century had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Century for the purpose of inducing Century to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 394:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Denied that all lines were switched. Admitted that a Winback I call was made that included informing the customer that some service remained with the Companies.

Request No. 395:

395. During the contact, the NOS/ANI employee utilized the Winback Script.

Objections and Response to Request No. 395:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:
Admitted that the script was utilized; however, most of the discussion with the customer was outside the script.

Request No. 396:

396. If the NOS/ANI employee convinced Century to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Century's service provider back to NOS/ANI.

Objections and Response to Request No. 396:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "convinced." Interpretation of the phrase "under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules" calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, admitted that an LOA was executed.

Request No. 397:

397. After Century had switched its service provider from NOS/ANI, an employee of NOS/ANI contacted Century and represented that Century's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Century.

Objections and Response to Request No. 397:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Denied that contact occurred after all lines had been switched. Admitted that a Winback I representative correctly represented that some lines were left with the Companies and were "billing."

Request No. 398:

398. The NOS/ANI employee's statement that Century's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Century was false.

Objections and Response to Request No. 398:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 399:

399. At the time of the statement, the NOS/ANI employee knew that its statement that Century’s new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Century was false.

Objections and Response to Request No. 399:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 400:

400. NOS/ANI Management knew that, at the time of the statement, the statement that Century’s new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Century was false.

Objections and Response to Request No. 400:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 401:

401. After Century had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Century and represented that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service.

Objections and Response to Request No. 401:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Vague and ambiguous with respect to the phrase “had completed.” Denied that contact occurred after all lines had been switched. Admitted that contact was made. Further admitted that the requested LOA had no time commitment or other penalty for subsequent termination.

Request No. 402:

402. The NOS/ANI employee’s statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service was false.

Objections and Response to Request No. 402:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Vague and ambiguous with respect to the phrase “had completed.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied. The LOA had no minimum term commitment and was subject to immediate override by subsequent LOA from another carrier.

Request No. 403:

403. At the time of the statement, the NOS/ANI employee knew that its statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service was false.

Objections and Response to Request No. 403:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Vague and ambiguous with respect to the phrase "had completed." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 404:

404. NOS/ANI Management knew that, at the time of the statement that a NOS/ANI LOA was only a temporary authorization until the new carrier completed the switch to its service, the statement was false.

Objections and Response to Request No. 404:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 405:

405. NOS/ANI refused to release Century's 1-800 numbers to Century's preferred carrier.

Objections and Response to Request No. 405:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 406:

406. By law, NOS/ANI must release Century's 1-800 numbers to Century's preferred carrier upon request by Century.

Objections and Response to Request No. 406:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "by law." Interpretation of the phrase "by law" calls for a legal conclusion. The law speaks for itself.

Request No. 407:

407. On March 27, 2002, Century signed a NOS/ANI LOA.

Objections and Response to Request No. 407:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Admitted on March 26, 2002 an LOA was executed.

Request No. 408:

408. NOS/ANI used the LOA to switch Century's InterLATA and IntraLATA Service back to NOS/ANI, effective March 29, 2002.

Objections and Response to Request No. 408:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the LOA was submitted as executed.

Request No. 409:

409. Century did not authorize NOS/ANI to switch Century's InterLATA and IntraLATA Service provider back to NOS/ANI.

Objections and Response to Request No. 409:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 410:

410. The NOS/ANI employee used misleading statements or practices in its attempt to induce Century to sign a NOS/ANI LOA.

Objections and Response to Request No. 410:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Without waiving said objections, admitted an LOA was executed.

Request No. 411:

411. If NOS/ANI obtained Century’s authorization to switch its carrier to NOS/ANI by convincing Century to execute a NOS/ANI LOA, NOS/ANI did so through the use of misleading statements or practices.

Objections and Response to Request No. 411:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, admitted an LOA was executed.

Request No. 412:

412. Century did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.

Objections and Response to Request No. 412:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “expressly, knowingly or willingly authorize.” Interpretation of the phrase “expressly, knowingly or willingly authorize” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 413:

413. On April 11, 2002, Century again switched its telephone service away from NOS/ANI and added a PIC Freeze to its account.

Objections and Response to Request No. 413:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without having their objections, the Companies respond as follows:

Admitted that Companies’ record reflect account canceled of April 22, 2003 for non-payment; toll-free number stopped trafficking on May 12, 2002. Further admitted that this switch demonstrates the truthfulness of the representation that the LOA was temporary.

Chicago Title Insurance Co.

Request No. 414:

414. Immediately prior to September 19, 2002, Chicago Title Insurance Company (“Chicago”) was a customer of NOS/ANI.

Objections and Response to Request No. 414:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 415:

415. On or about September 19, 2002, Chicago's telephone number was 603/472-3226.

Objections and Response to Request No. 415:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that the above-referenced number was associated with the referenced account.

Request No. 416:

416. On or about September 19, 2002, Chicago was located at 75 Federal Street, Suite 410, Boston, MA 02110.

Objections and Response to Request No. 416:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies' records do not reflect that the above-referenced address was associated with the referenced account.

Request No. 417:

417. On or about September 12, 2002, Chicago switched its preferred InterLATA and IntraLATA Service provider from NOS/ANI.

Objections and Response to Request No. 417:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies' records reflect on September 12, 2002 it was confirmed that Chicago Title was not leaving the Companies' service.

Request No. 418:

418. After Chicago had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Chicago for the purpose of inducing Chicago to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 418:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 419:

419. During the contact, the NOS/ANI employee utilized the Winback Script.

Objections and Response to Request No. 419:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the script was utilized; however, most of the discussion with the customer was outside the script.

Request No. 420:

420. I[f] the NOS/ANI employee convinced Chicago to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Chicago's telephone service provider back to NOS/ANI.

Objections and Response to Request No. 420:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “convinced.” Interpretation of the phrase “under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission’s Rules” calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, denied.

Request No. 421:

421. After Chicago had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Chicago and represented that Chicago’s new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Chicago.

Objections and Response to Request No. 421:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 422:

422. The NOS/ANI employee’s statement that Chicago’s new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Chicago was false.

Objections and Response to Request No. 422:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:
Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 423:

423. At the time of the statement, the NOS/ANI employee knew that its statement that Chicago's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Chicago was false.

Objections and Response to Request No. 423:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 424:

424. NOS/ANI Management knew that, at the time of the statement, the statement that Chicago's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Chicago was false.

Objections and Response to Request No. 424:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 425:

425. After Chicago had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Chicago and represented that, if Chicago did not sign a NOS/ANI LOA, NOS/ANI would be keeping Chicago's lines up and running at a liability or risk to NOS/ANI.

Objections and Response to Request No. 425:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Denied that contact occurred after all the lines were switched. Admitted that it was represented that the lines remaining with the Companies could be interrupted.

Request No. 426:

426. The NOS/ANI employee's statement that, if Chicago did not sign a NOS/ANI LOA, NOS/ANI would be keeping Chicago's lines up and running at a liability or risk to NOS/ANI was false.

Objections and Response to Request No. 426:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 427:

427. At the time of the statement, the NOS/ANI employee knew that its statement that if Chicago did not sign a NOS/ANI LOA, NOS/ANI would be keeping Chicago's lines up and running at a liability or risk to NOS/ANI was false.

Objections and Response to Request No. 427:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 428:

428. NOS/ANI Management knew that, at the time of the statement, the statement that if Chicago did not sign a NOS/ANI LOA, NOS/ANI would be keeping Chicago's lines up and running at a liability or risk to NOS/ANI was false.

Objections and Response to Request No. 428:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 429:

429. After Chicago had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Chicago and represented that Chicago’s telephone service would be interrupted unless Chicago signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines.

Objections and Response to Request No. 429:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. Contact occurred before all lines were switched.

Request No. 430:

430. The NOS/ANI employee’s statement that Chicago’s telephone service would be interrupted unless Chicago signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 430:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 431:

431. At the time of the statement, the NOS/ANI employee knew that its statement that Chicago's telephone service would be interrupted unless Chicago signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 431:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 432:

432. NOS/ANI Management knew that, at the time of the statement, the statement that Chicago's telephone service would be interrupted unless Chicago signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 432:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 433:

433. After Chicago had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Chicago and represented that Chicago had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service.

Objections and Response to Request No. 433:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Denied that contact occurred after all lines were switched. Admitted that the Companies representative stated that it would “have to confirm on this recorded line” and “must have resolution on this call.”

Request No. 434:

434. The NOS/ANI employee’s statement that Chicago had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 434:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 435:

435. At the time of the statement, the NOS/ANI employee knew that the statement that Chicago had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 435:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 436:

436. NOS/ANI Management knew that, at the time of the statement, the statement that Chicago had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.